European Parts Exchange, Inc. *and* Amalgamated Clothing and Textile Workers Union, AFL-CIO. Cases 5-CA-15584 and 5-CA-15777

19 June 1984

DECISION AND ORDER

BY CHAIRMAN DOTSON AND MEMBERS HUNTER AND DENNIS

On 20 January 1984 Administrative Law Judge Leonard M. Wagman issued the attached decision. The Respondent filed exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and has decided to affirm the judge's rulings, findings, and conclusions[1] and to adopt the recommended Order as modified.

In his recommended remedy, the judge provided, inter alia, that the Respondent reinstate the insurance premiums as they existed prior to the 8 July 1983 increase, pay the increase in the insurance premiums which went into effect 8 July to the insurance carrier for each of the participating unit employees currently employed, and reimburse with interest all unit employees employed since 8 July for the increase in insurance premiums they paid. The judge further provided that the Respondent's obligation to pay the increased insurance premiums be tolled either on the date the Respondent bargains to an agreement with the Union over the premium increases or on the date a bona fide impasse exists after bargaining on the issue. However, as found by the judge, the Respondent also violated Section 8(a)(5) and (1) of the Act by refusing to execute and abide by the collective-bargaining agreement reached by the parties. This agreement expressly provides in article XIX that the employees' health insurance policies will be maintained and that there will be no increase in insurance premiums which the unit employees will be required to pay. Consequently, the Respondent is precluded from increasing the premiums paid by the employees for insurance coverage during the effective period of the contract without the agreement of the Union. See *Keystone Steel & Wire*, 237 NLRB 763, 767 (1978). Accordingly, we do not adopt the judge's remedy to the extent it tolls the Respondent's obligation to pay the increased insurance premiums on the date the Respondent bargains to an agreement or an impasse occurs in bargaining with the Union with respect to the matter, but rather we shall amend the judge's recommended remedy to require the Respondent to abide by the terms of the collective-bargaining agreement.[2]

Finally, in its exceptions the Respondent raises the issue of an offset with regard to its backpay obligation for the 8 July increase in the employees' insurance premiums by claiming that 5 cents of the 15-cent hourly increase which it provided 12 September was to compensate the employees for the earlier premium increase. We note that in the letter notifying the employees of the wage increase the Respondent stated that the increase would be more than sufficient to cover the earlier increase in the employees' insurance costs. We shall leave to the compliance stage of this proceeding the determination of the extent, if any, the unilateral increase in wages may be considered as an offset against the Respondent's obligation to reimburse the employees.

AMENDED CONCLUSIONS OF LAW

Substitute the following for paragraphs 6 and 7, and renumber the remaining paragraphs.

"6. By unilaterally and without the Union's consent increasing the bargaining unit employees' wages and health care insurance premiums above that provided for in the collective-bargaining agreement with the Union, the Respondent has violated Section 8(a)(5) and (1) of the Act."

[1] The judge concluded that the Respondent violated Sec. 8(a)(5) and (1) of the Act by, inter alia, unilaterally granting a 15-cent hourly wage increase to the bargaining unit employees. The Respondent excepts to the judge's conclusion, contending that its collective-bargaining agreement with the Union allowed it to give wage increases over and above the wage rates set forth in the agreement without discussion with the Union. We note that art. XXI of the parties' collective-bargaining agreement provides: "The wage rate and classification Schedule A . . . shall become effective April 25, 1983. This schedule does not prohibit the Company from paying higher rates for any employee or any classification." However, the Respondent did not raise this waiver defense at the hearing, and the Respondent presented no evidence concerning the bargaining history surrounding this provision or the parties' interpretation of the provision. In these circumstances, we find that the issue of whether the contractual provision constituted a clear and unmistakable waiver concerning the Union's right to bargain over general wage increases was not fully litigated, and we therefore find no merit to the Respondent's exception.

[2] In providing that the Respondent abide by the terms of the agreement which it reached with the Union 25 April 1983, the judge required the Respondent to make whole, with interest, its employees for any loss of wages or other benefits which they may have suffered as a result of the Respondent's failure to honor the agreement in the manner set forth in *F. W. Woolworth Co.*, 90 NLRB 289 (1950). Under the facts of this case, the *Woolworth* formula for computing the amounts due employees is inappropriate, and we shall amend the judge's recommended remedy and require the Respondent to make whole its employees in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970).

Since the Respondent's unilateral increases in wages and health insurance premiums were in derogation of the agreement reached between the Respondent and the Union, we shall amend pars. 6 and 7 of the judge's Conclusions of Law.

AMENDED REMEDY

Having found that the Respondent has violated Section 8(a)(5) and (1) of the Act, we shall require that the Respondent cease and desist from its unfair labor practices and that it take certain affirmative action designed to effectuate the purposes and policies of the Act. We further order the Respondent to sign the collective-bargaining agreement embodying the terms of the agreement between it and the Union, that the Respondent give effect to such agreement retroactively to 15 March 1983, and that it make whole its employees for any loss of wages or other employment benefits they may have suffered as a result of the Respondent's failure to sign or to honor the agreement with interest in the manner set forth in *Ogle Protection Service*, 183 NLRB 682 (1970), and *Florida Steel Corp.*, 231 NLRB 651 (1977).

Having found that the Respondent violated the Act 8 July by unilaterally increasing the unit employees' health care insurance premiums, it is necessary to restore the status quo ante. Therefore, we shall order the Respondent to reinstate the premiums as they existed prior to the 8 July increases, pay the difference between those premiums and the increased premiums which went into effect 8 July to the insurance carrier for each of the participating unit employees currently employed, and reimburse all individuals employed at any time in the unit since 8 July for the increase in premiums which they paid as a result of the 8 July increase with interest computed in the manner set forth in *Florida Steel Corp.*, supra. We also shall require the Respondent to abide by terms of article XIX of its collective-bargaining agreement reached with the Union. We also shall require that the Respondent post an appropriate notice to its employees.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge as modified below and orders that the Respondent, European Parts Exchange, Inc., Fredericksburg, Virginia, its officers, agents, successors, and assigns, shall take the action set forth in the Order as modified.

1. Substitute the following for paragraph 1(b).

"(b) Unilaterally and without the Union's consent modifying or changing the wages or increasing the employees' health insurance premiums or altering any other term and condition of employment set forth in the collective-bargaining agreement in midterm of the collective-bargaining agreement, provided that nothing herein shall require the Respondent to rescind any wage increase which it has previously granted."

2. Substitute the following for paragraph 2(b).

"(b) Upon the execution of the agreement, give retroactive effect to its provisions and make the bargaining unit employees whole for any losses they may have suffered by reason of the Respondent's failure to sign the agreement plus interest, in the manner set forth in the 'Remedy,' as modified in the Board's Decision and Order."

3. Substitute the following for paragraph 2(c).

"(c) Reinstate the premium rates the bargaining unit employees were required to pay for health care insurance immediately prior to the 8 July 1983 increases, pay the premium increases effective on and after 8 July 1983 to the health care insurance carrier for each of the participating bargaining unit employees currently employed, and abide by the terms of the contract concerning the insurance premiums to be paid by the employees."

4. Substitute the attached notice for that of the administrative law judge.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT fail or refuse to sign a written collective-bargaining agreement embodying the terms of the agreement reached 25 April 1983 between us and Amalgamated Clothing and Textile Workers Union, AFL-CIO to be effective 15 March 1983.

WE WILL NOT unilaterally and without the Union's consent grant wage increases to you, increase your health care insurance premiums, or otherwise change your wages, hours, terms, or conditions of employment as provided for in the collective-bargaining agreement referred to above.

WE WILL NOT bypass the Union as your exclusive collective-bargaining representative, and deal directly with you regarding your health care insur-

ance or your wages, hours, or other terms and conditions of employment.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL, on request by the Union, forthwith execute the contract on which agreement was reached with the Union 25 April 1983.

WE WILL give effect to the terms and conditions of the executed contract retroactively to 15 March 1983.

WE WILL make you whole for any losses you may have suffered by reason of our failure to sign the contract with interest.

WE WILL reinstate the premium rates which the bargaining unit employees were required to pay for health care insurance immediately prior to the increases effective 8 July 1983, and WE WILL pay the premium increases effective on and after 8 July 1983 to the health care insurance carrier for each of the participating collective-bargaining unit employees currently employed.

WE WILL reimburse all bargaining unit employees employed since 8 July 1983 for the increases in premiums which they paid as a result of our unilateral changes in their health care premiums, with interest.

EUROPEAN PARTS EXCHANGE, INC.

DECISION

STATEMENT OF THE CASE

LEONARD M. WAGMAN, Administrative Law Judge. Upon a charge in Case 5-CA-15584, filed July 18, 1983, by the Union, Amalgamated Clothing and Textile Workers Union, AFL-CIO, the Regional Director for Region 5 of the National Labor Relations Board (the Board) issued a complaint and notice of hearing against Respondent, European Parts Exchange, Inc., August 17, 1983, alleging violations of Section 8(a)(5) and (1) of the National Labor Relations Act (the Act). Thereafter, following a second charge filed by the Union against Respondent, in Case 5-CA-15777, September 23, 1983, the Regional Director for Region 5 issued the order consolidating cases, amended complaint, consolidated complaint and notice of hearing in the two cases October 28, 1983, alleging the same and additional violations of Section 8(a)(5) and (1) of the Act. The consolidated complaint alleges that Respondent violated Section 8(a)(5) and (1) of the Act by refusing to sign a final written copy of a collective-bargaining agreement, by unilaterally instituting a wage increase, by unilaterally increasing its employees' health care insurance premiums, and by dealing directly with its employees at a time when the Union was their collective-bargaining representative. Respondent, by its timely answers, denies the commission of the alleged unfair labor practices.

These cases were tried before me at Washington, D.C. on December 5, 1983. Following the hearing, the General Counsel filed a brief which I have fully considered.

On the entire record in these cases, and from my observation of the witnesses and their demeanor, I make the following

FINDINGS OF FACT

I. JURISDICTION

Respondent, a California corporation, has an office and place of business at Fredericksburg, Virginia, where it engages in the manufacture, nonretail sale, and distribution of foreign automobile parts and related products. In the course and conduct of its business at its Virginia location, Respondent annually sells and ships products valued in excess of $50,000 directly to points located outside the State of Virginia. I find from these admitted facts that Respondent is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

Respondent admitted, and I find, that the Union is and has been at all times material to these cases, a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

A. *The Facts*[1]

On September 28, 1982,[2] the Board, in Case 5-RC-11769, certified the Union as the collective-bargaining representative of Respondent's employees in the following appropriate unit:

> All production and maintenance employees employed by Respondent at its Fredericksburg, Virginia location, including parts department employees, but excluding all other employees, office clerical employees, guards and supervisors as defined in the Act.

Respondent admitted, and I find, that at all times material to these cases the Union has been the designated exclusive collective-bargaining representative of Respondent's employees in the unit described above, and has been recognized as such by Respondent. Respondent also admitted, and I find, that the union at all times material to these cases has been the exclusive representative of the unit described above for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

Respondent and the Union began contract negotiations January 27. Thereafter, on January 28, March 8, 9, and 15, and April 25, the parties engaged in negotiations which culminated in a complete agreement. At the conclusion of their last meeting, April 25, Respondent

[1] There were no issues of credibility in this case.

[2] Unless otherwise stated, all dates referred to below occurred in 1983.

agreed to draft the contract and send it to the Union within 2 weeks.

During the contract negotiations, Respondent and the Union discussed and agreed that the employees' health insurance policies then in effect would continue, and that there would be no increase in the premiums which the unit employees were required to pay for coverage. Paragraph 11 of Respondent's proposal of March 15, which the Union accepted April 25, contained that agreement.

Six weeks after Respondent and the Union had reached agreement, the Union had not as yet received a written contract from Respondent. On June 6, the Union sent a letter to Respondent seeking the promised written contract. The Union received no response from Respondent. The Union made further unsuccessful attempts to obtain a written contract from Respondent.

On July 6, Respondent sent a letter and a draft of the agreed-to contract to the Union. However, the Union did not receive them.

In August, the Union sent a draft of the agreed-to contract to Respondent and requested that Respondent sign the agreement. Respondent received the contract in August. However, as of December 5, the date of the hearing in these cases, Respondent had not executed the agreed-to contract, which by its terms was to be effective commencing March 15.

By a bulletin to its employees, dated June 27, Respondent, without notice or discussion with the Union, announced the following regarding its employee group insurance program:

> Our group insurance carrier, United Benefit, has announced a premium rate increase of over 50% effective with the new policy year beginning June 1, 1983.
>
> Due to the significant premium increase, coupled with the fact that many of you in the past have expressed dissatisfaction with the level of service provided by United Benefit, we have changed our policy to the Travelers Insurance Company beginning July 1, 1983.
>
> This change will not have an effect on your benefits, and any amounts accumulated toward satisfying your deductible under the United Benefit plan will be carried forward to the Travelers plan.
>
> While the Travelers premiums are slightly lower than the revised rates from United Benefit, they still represent a 50% increase which cannot be totally absorbed by the company. Effective July 1st the weekly payroll deductions will be increased to cover approximately one half of the increase in premiums.
>
> So that you will be aware of the monthly premiums being paid by the company a comparison of the rate before and after the policy change is shown below:

	Old Rate	*New Rate*
Employee	$45.22	$ 67.84
Employee with one dependent	106.73	160.11

> Beginning July 4th the weekly payroll deductions will be as follows:
>
> $ 5.25—Employee
> 9.75—Employee and one dependent
> 16.00—Employee and two or more dependents
>
> In the event you elect to change your coverage as to the number of dependents, or decide to waive coverage altogether, please see Personnel so that your payroll deductions may be adjusted accordingly.

During July, Respondent distributed two forms to its employees. One asked each employee to select the group health insurance coverage and the weekly payroll deduction he or she wanted, or to indicate that he or she did not want health insurance coverage. The second form was an application to the insurance carrier for insurance coverage.

Effective July 8, Respondent increased the weekly insurance premium payroll deduction for employees who participated in the group insurance program. At no time prior to this increase did Respondent notify the Union of, or discuss with the Union, the contemplated increase in its employees' weekly insurance premium payroll deductions.

On September 12, Respondent, without notice to, or discussion with, the Union, granted a 15-cent hourly wage increase to the bargaining unit employees. Eleven days later, Respondent notified its employees by letter as follows:

> As you are aware, the company has for the past several years, when conditions were good, given wage increases for cost of living or otherwise in June of each year. However, last June our level of business did not permit us to grant an increase at that time.
>
> Now however, we are able to pass on a cost of living increase of ten cents per hour and an additional five cents per hour (total fifteen cents). This will more than cover the changes in our Group Insurance Program, which were necessitated by increased cost to the company.
>
> This increase will be effective on September 12, 1983, which will be in your paycheck of September 23, 1983.
>
> We wish to take this opportunity to thank each and every one of you for your concern for the welfare of this company and your continued support for more productivity which made this increase possible.

In 1982 and in several previous years prior to the Union's certification, Respondent's policy had been to grant two wage increases annually, one in January and the second in July. In 1983, poor business conditions prevented Respondent from granting a wage increase in July.

B. *Analysis and Conclusions*

"Section 8(d) of the [Act], as amended, imposes upon either party to a collective-bargaining agreement the

duty to execute a written contract incorporating such agreement if so requested by the other party." *Kennebec Beverage Co.*, 248 NLRB 1298 (1980). Here, it was undisputed that the parties achieved a collective-bargaining agreement April 25. The record also makes clear that Respondent failed to carry out its commitment to reduce the agreement to writing and submit it to the Union "within two weeks." Nor has Respondent complied with the Union's subsequent request that it sign the draft agreement which the Union prepared and sent to Respondent August 18. Respondent has had the proposed agreement since August and has not contended that the tendered document is unacceptable or otherwise insufficient. Nevertheless, Respondent has failed to honor its obligation to execute the collective-bargaining agreement. Having failed to do so, I find that Respondent has violated Section 8(a)(5) and (1) of the Act. *Tasman Sea, Inc.*, 247 NLRB 18, 22 (1980).

I also find on the facts set forth above, that Respondent deserted its obligation to bargain collectively with the Union when it unilaterally increased the insurance premiums paid by the bargaining unit employees. Respondent thereby violated Section 8(a)(5) and (1) of the Act. *NLRB v. Williamsburg Steel Products Co.*, 369 U.S. 736, 747 (1962); *Tuxedos, Inc.*, 250 NLRB 476 (1980).

I find that by its bulletin to its employees dated June 27, and by the forms it distributed to the bargaining unit employees in July, dealing with the change in the insurance carrier, the insurance premium increases, and the employees' choice of paying the increased premiums or dropping their health insurance coverage, Respondent dealt directly with its employees. By this conduct, Respondent bypassed its employees' collective-bargaining agent concerning a condition of their employment, and thereby violated Section 8(a)(5) and (1) of the Act. *Alle Arecibo Corp.*, 264 NLRB 1267 (1982); *Kent Upholstery Co.*, 266 NLRB No. 58, slip op. 10–12 (Mar. 4, 1983) (unpublished decision).

Finally, I find from the facts above that Respondent violated its duty to bargain with the Union when it unilaterally granted a 15-cent hourly wage increase to the bargaining unit employees. Accordingly, I further find that Respondent thereby violated Section 8(a)(5) and (1) of the Act. *Fry Foods*, 241 NLRB 76, 92 (1979).

CONCLUSIONS OF LAW

1. The Respondent, European Parts Exchange, Inc., is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. Amalgamated Clothing and Textile Workers Union, AFL-CIO is a labor organization within the meaning of Section 2(5) of the Act.

3. The following employees of Respondent constitute a unit appropriate for the purpose of collective bargaining within the meaning of Section 9(b) of the Act:

> All production and maintenance employees employed by Respondent at its Fredericksburg, Virginia location, including parts department employees, but excluding all other employees, office clerical employees, guards and supervisors as defined in the Act.

4. At all times material herein, the Union has been the recognized exclusive representative of Respondent's employees in the above-described appropriate unit.

5. By failing and refusing to execute a written contract embodying the terms and conditions reached with the Union, and by failing to abide by the terms of said contract, Respondent violated Section 8(a)(5) and (1) of the Act.

6. By unilaterally increasing the bargaining unit employees' health care insurance premiums without notifying and bargaining with the Union, Respondent has violated Section 8(a)(5) and (1) of the Act.

7. By unilaterally increasing the bargaining unit employees' wages without first notifying and bargaining with the Union, Respondent violated Section 8(a)(5) and (1) of the Act.

8. By dealing directly with the bargaining unit employees and bypassing the Union when it polled them as to whether they desired health insurance coverage and if so, what type of coverage they desired, Respondent violated Section 8(a)(5) and (1) of the Act.

9. The foregoing unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent has violated Section 8(a)(5) and (1) of the Act, I shall recommend that Respondent be required to cease and desist from its unfair labor practices and that it take certain affirmative action designed to effectuate the purposes and policies of the Act. I shall further recommend that Respondent forthwith sign the collective-bargaining agreement embodying the terms of the agreement between Respondent and the Union as found herein; that it give effect to such agreement retroactively to March 15, 1983; and that it make whole its employees for any loss of wages or other employment benefits they may have suffered as a result of Respondent's failure to sign or to honor the agreement. The loss of earnings together with interest under the Order shall be computed in the manner set forth in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), and *Florida Steel Corp.*, 231 NLRB 651 (1977).[3]

Having found that Respondent violated the Act July 8, by unilaterally increasing the unit employees' health care insurance premiums, it is necessary to restore the status quo ante. Therefore, I shall recommend that Respondent reinstitute the premiums as they existed immediately prior to the July 8 increases, and pay the difference between those premiums, and the increased premiums which went into effect July 8 to the insurance carrier for each of the participating unit employees currently employed and reimburse all unit employees employed since July 8 for the increase in premium they paid as a result of the July 8 increase with interest computed in the manner set forth in *Florida Steel Corp.*, supra. This obligation shall be tolled either on the date Respondent bargains to an agreement with the Union over the premium increases involved herein or on the date a bona fide

[3] See generally *Isis Plumbing Co.*, 138 NLRB 716 (1962).

impasse exists after good-faith bargaining over the matter. I shall also recommend that Respondent be required to post an appropriate notice to its employees.

On these findings of fact and conclusions of law and on the entire record, I make the following recommended[4]

ORDER

The Respondent, European Parts Exchange, Inc., Fredericksburg, Virginia, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing and refusing to sign or apply a written collective-bargaining agreement reached on April 25, 1983, between Respondent and the Union, Amalgamated Clothing and Textile Workers Union, AFL-CIO, to be effective March 15, 1983.

(b) Unilaterally granting wage increases, increasing employees' health care and insurance premiums, or otherwise unilaterally changing wages, hours, or terms and conditions of employment of any bargaining unit employee, without first notifying the Union and bargaining collectively with it in good faith concerning such proposed changes, provided that nothing herein shall require Respondent to rescind any wage increase which it has previously granted.

(c) Bypassing the Union, as the exclusive representative of the employees in the collective-bargaining unit and dealing directly with the bargaining unit employees regarding their health care insurance or their wages, hours, or other terms and conditions of employment.

(d) In any like or related manner interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action designed to effectuate the policies of the Act.

(a) On request by the Union, forthwith sign the agreement described in paragraph 1(a) of this recommended Order.

(b) On the execution of the agreement, give retroactive effect to its provisions and make the bargaining unit employees whole for any losses they may have suffered by reason of Respondent's failure to sign the agreement plus interest, in the manner set forth above in the "Remedy."

(c) Reinstate the premium rates the bargaining unit employees were required to pay for health care insurance immediately prior to the July 8, 1983 increases, and pay the premium increases effective on and after July 8, 1983, to the health care insurance carrier for each of the participating bargaining unit employees currently employed, provided that the obligation to make such payments will cease either on the date when Respondent reaches agreement with the Union over the premium increases, or on the date when a bona fide impasse exists after good-faith bargaining over the matter.

(d) Reimburse all bargaining unit employees employed since July 8, 1983, for the increases in premiums which they paid as a result of Respondent's unilateral changes in the bargaining unit employees' health care insurance premiums with interest, in the manner set forth above in the "Remedy."

(e) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(f) Post at its place of business at Fredericksburg, Virginia, copies of the attached notice marked "Appendix."[5] Copies of the notice, on forms provided by the Regional Director for Region 5, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(g) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[4] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[5] If this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."